

FILED
Clerk
District Court

CV 21-00015

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MAY 23 2022

HONORABLE CHIEF JUDGE RAMAONA V. MANGLONA
MIGISTRATE JUDGE HEATHER L. KENNEDY

In the United States District court for the Northern Mariana Islands

By [Signature]
(Deputy Clerk)
RECEIVED

Dear Honorable Chief Judge Ramona V. MANGLONA and
Magistrate Judge Heather L. Kennedy

MAY 23 2022

Greetings;

Clerk, U.S. District Court
for the Northern Mariana Islands

-I'm representing myself as a PRO-SE. I cannot afford to hire my lawyer and I don't have regular work since the PANDEMIC hit all over the world including Saipan and many company closed, including the NVM Enterprises and many lost job including me because of the COV19 and it is hard for me to look a job because of my Hearing problem and aside being a senior citizen.

-It is hard for me how to begin what I'm going to say. I'm not good in ENGLISH I don't know how to construct a good word or sentences and even my grammar, However I tried my effort to answers the alleged complaint by the plaintiffs.

- On May 11,2022 early in the morning I went to the U.S district 3rd floor to check if my request motion to dismiss my case # 1:21-cv 00015 which was re-scheduled on May 11,2022 at 1:30pm.

-A lady court clerk she assisted me and she give me a copy; ORDER DENYING my request MOTION TO DISMISS MY CASE and also DENYING PLAINTIFFS MOTION FOR ENTRY OF DEFAULT and the court give me 14 days to answer effective I received the order on May 11,2022.

-After reading the contain the ORDER OF DENYING in my house that is the time I learned that the Plaintiffs filed a SECOND AMENDED COMPLAINT thru their lawyer on February 24,2022 which I failed to Answer.

-For the untimely date filing and I failed to answer the Second Amended complaint the court order DENYING MOTION TO DISMISS my case.

-On May 12, 2022 I went back in the US District Court and I asked a copy of the SECOND AMENDED COMPLAINT filed by the Plaintiffs and I paid for the copy.

HEREWITH MY STATEMENTS AND ANSWERS FOR THE ALLEGED COMPLAINT OF THE PLAINTIFFS FOR SECOND AMENDED COMPLAINT;

1- SECOND AMENDED COMPLAINT in paragraph # 44 of page 7 of 15 and in the other paragraph as mentioned against me, I DENIED.

2-SECOND AMENDED COMPLAINT in paragraph # 48 of page 7 of 15, IDENIED.

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They wrongfully accused me that I'm doing business and operated and controlled the NVM Enterprises which I strongly DENIED.

I signed the billing with their exhibit #4 , 5 , and 6 under my name representing the Nvm Enterprises. I attached the Authorization Letter with a notary Public and signed by my employer Nenita V. Marquez dba NVM Enterprises for authorizing me that any transaction may entered into and need to be signed like billing and other documents in behalf of my employer company. And also using my name and my email address.

- I cannot disagreed and no complained, I feared she may not renew my contract. As I said I'm also a victim on this case. I only followed what she wanted me to do from her instruction as her Designated Chief Security/Security Supervisor and even she never compensate me of my additional responsibilities only she paid me for my regular working hours since she hired me in 1998 after FAMCO Security vacated Aqua Resort and closed leaving our unpaid back wages.

- I'm worried, I have experienced when I filed a case against Ken Aqua Resort in 2014 for Discrimination case and my employer Nenita V. Marquez she was implicated by the Attorney of Ken Aqua Resort and she was SUMMONED as a Third PARTY DEFENDANT. She warned me if I will not **WITHDRAW** my case against Ken Aqua Resort she will **not renew my contract** and to **CANCEL** the application already filed **the I-129-cw-1 to the USCIS** of my son and his wife and my grand-child who on that time they were still waiting in the Philippines. I sacrificed myself in **favor of my family**. I talked to my NMPSAI lawyer representing my case and I sign of **DISCLAIMER** of withdrawal.

Here the details;

-Before I assigned Abu Yousuf in Long Feng Corp. dba XO Market and party Poker in April 27, 2018 with the instruction of my employer Nenita V. Marquez dba NVM Enterprises he knows well the contract between NVM Enterprises and LFC dba XO Market and party poker below minimum, because we explained to him and he accept in good faith as he said as long he have work because his former employer Tinian Dynasty closed.

-My employer paid the plaintiff of **\$4.25c** an hour from the contract rate of **\$5.05c** an hour and the cut is only **\$.80c an hour**, the small cent goes to the security company.

-Before the owner of LFC dba XO Market dba Party Poker raising the contract rate from **\$5.05c** to **\$5.55c**, my employer instructed me to submit a proposal of adjustment rate due to the federal Minimum wage labor law which was sign into law on September 30, 2017 of **\$7.05c** an hour and it was took effect on **October 1st, 2017** and followed another raising the Minimum from **\$7.05c** to **\$7.25c** an hour. However only to be turn down or denied by Ms. Xu Gui QING the owner of LFC. Instead she raised only **\$.50c** from **\$5.05c** to **\$5.55c** an hour. With that adjustment contract rate of **\$5.55c** my employer paid the plaintiff from **\$4.25c** an hour raising to **\$4.75c** no cut for the **\$.50c** adjustment and the amount goes the security company was the same **\$.80c** an hour only.

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-Then the following year the Owner of LFC she raised only again \$.50c an hour from \$5.55c to \$6.05 an hour the latest adjustment. Again the NVM Company paid the plaintiffs from \$4.75c an hour raising to \$5.25c an hour, until the plaintiff was hired direct by the LFC.

- Since the beginning until NVM stop providing security services on February 1st 2021 to LFC, the amount of \$.80c only went to the company and it is not true \$1.80c cut as per the plaintiff allegation. Note; For the First \$.50c and second \$.50c adjustment rate goes only to the plaintiffs.

- The plaintiffs they are not HONEST and they didn't tell the TRUTH for the Statement they provided, they lied to their ATTORNEY that NVM security company paid them FLAT RATE of FOUR DOLLARS AND TWENTY FIVE CENTS an hour (\$4.25c) all the way they started working as a security guard in Long Feng dba XO Market and Party Poker and they didn't mentioned about the increased raising their salary from \$4.25c to \$4.75c and to \$5.25c an hour.

- Further; for the issuance of paycheck by LFC is under the name of my employer Nenita V. Marquez dba NVM Enterprises. After I collected the check with instruction of my employer to deposit the check to her bank Checking Account and after clearing 2 days as usual she instructed me authorizing to withdraw using her account check for the amount according to their number of working hours and I handed the salary to the plaintiffs.

-On February 1st, 2021, the plaintiff ABU YOUSUF was hired and work direct by the owner of LFC dba XO Market and Party Poker under their payroll. However I learned from the plaintiff that he was fired on February 19, 2021 and he was replaced by a Bangladesh security company.

-Meanwhile; one of the plaintiff whose name ROKONNURZZAMAN thru the instruction of my employer, before we posted him in XO MARKET Store on May 26, 2018 he knows well that the contract between NVM Enterprises and LFC dba XO Market and party Poker below minimum wage, we explained to him and he accepted in good faith. On January 20, 2019 about 8 months he work as a security, he suddenly STOP working "AWOL" ABSENT WITHOUT LEAVE and only I learned from him in few weeks after, that he got employer hired him and he work in a construction company. However I don't have any idea why he joined to ABU YOUSUF filed a case against LFC dba XO Market and Party Poker as he Stops working for almost two years.

-WHEREFORE; I'M PRAYING THAT JUSTICE MAY PREVAIL AND THAT MY REQUEST MOTION TO DISMISS MY CASE CIVIL # 1;21-cv-00015 will be GRANTED AND NO JUDGEMENT BE ENTERED AGAINST ME AND THAT THIS ACTION BE DISMISSED AND OTHER SUCH RELIEF AS THE COURT DEEMS JUST AN EQUITABLE. Thank you very much.

Respectfully submitted by;

Feloteo V. RANADA

PRO-SE CASE # 1;21-cv-00015

Cel. # 1-670-287-0147/Email; ranadafeloteo@yahoo.com

Attached; the following supporting documents
Exhibit # 1, 2,3 and 4 as a proof I'm employee
of Nenita V. Marquez dba NVM Ent.